BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

Name of the Work:

Interior work for auditorium in multipurpose Building in CT Bed near Vidyapeeta park (ward no 199) Interior work for BBMP Multi Purpose Building in CT Bed opposite to SSM School (ward no 199)

Office of the Executive Engineer,
Basavanagudi Division Office
BBMP building, Chennamanakere
Achchukattu, Vidyapeeta, BSK 3rd stage, Bangalore-85
Email: eesouthbg@gmail.com

Bruhath Bangalore Mahanagara Palike

TENDERS FOR THE WORK OF

Interior work for auditorium in multipurpose Building in CT Bed near Vidyapeeta park (ward no 199) Interior work for BBMP Multi Purpose Building in CT Bed opposite to SSM School (ward no 199)

Tender Reference : **No**
EE(BG)/E-Proc/09/2024-25

Dated:
10.01.2025

Procedure to participate in the Tender : View e-procurement Portal (KPPP)

Last Date for Request for Downloading the Blank Tender Form : View e-procurement Portal (KPPP)

Last Date for Uploading the Filled Tender Document: View e-procurement Portal (KPPP)

Time and Date of Opening of Cover One of Tenders : View e-procurement Portal (KPPP)

Place of Opening of Cover One of Tenders : **Office of the Executive Engineer,**
Basavanagudi Division Office
BBMP building,
Chennamanakere
Achchukattu, Vidyapeeta,
BSK
3rd stage, Bangalore-85

Time and Date of Opening of Cover Two of Tenders : View e-procurement Portal (KPPP)

Contractor _____ Executive Engineer
_____ Basavanagudi

Place of Opening of Cover Two of Tenders : View e-procurement Portal (KPPP)

Address for Communication : **Office of the Executive Engineer,**
Basavanagudi Division Office
BBMP building,
Chennamanakere
Achchukattu, Vidyapeeta, BSK 3rd stage, Bangalore-85

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Bruhat Bengaluru Mahanagara Palike

Office of the Executive Engineer, Basavanagudi Division, BBMP building, Chennamanakere Achchukattu, Vidyapeeta, BSK 3rd stage, Bangalore-85

Contact No: 080-26792218' Email: eesouthbg@gmail.com

No. EE(BG)/E-Proc/09/2024-25 **Date:10.01.2025**

INVITATION FOR TENDER (IFT)
(TWO COVER SYSTEM)
(KW-2, 3, 4)
(Through GOK KPPP only)

1. The Executive Engineer, Basavanagudi BBMP, invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz., https://kppp.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the KPPP (kppp.karnataka.gov.in) of the Government of Karnataka.
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.

Contractor _____ Executive Engineer

_____ Basavanagudi

4. Tenders must be submitted online through KPPP (kppp.karnataka.gov.in) on or before **24.01.2025** hours on 17.00 and the opening of tenders will be as per KPPP (kppp.karnataka.gov.in) guidelines.
5. Other details can be seen in the tender documents.

Sl. N0	Name of the Package	Amount Put To tender (Rs in lakhs)	EMD (Rs in lakhs)	Period of Completion
01	Interior work for auditorium in multipurpose Building in CT Bed near Vidyapeeta park (ward no 199) & Interior work for BBMP Multi Purpose Building in CT Bed opposite to SSM School (ward no 199)	240.16	3.60	6 months
02	Comprehensive Development and improvements of roads and drains and other works in Doddaganapathi Temple Sub Division (ward no 196,197,198) and Vidyapeeta Sub Division (ward no 199, 200, 201)	320.21	4.80	6 months

2..

Contractor Executive Engineer

Basavanagudi

03	Providing House Keeping Services to All BBMP Office Buildings in Basavanagudi Constituency	24.60	0.50	12 months

1	Tender documents may be downloaded from the e-procurement portal	:	**As per KPPP**
2	Last Date & Time for uploading tender documents	:	**As per KPPP**
3	Pre-Bid Meeting	:	**As per KPPP**
4	Opening of technical document	:	**As per KPPP**

NOTE:

1. Pre bid meeting will be held on **17.01.2025 at 16.00 hours** in the **The Office of the Executive Engineer, Basavanagudi Division BBMP Building, BSK 3rd stage C.K.Achukattu Vidyapeeta Bengaluru - 560085** to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.

2. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in

General Conditions.

1. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.in under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in.

2. For details, registration and e-payment visit GOK e-Procurement website https://kppp.karnataka.gov.in or contact e-Procurement Helpdesk at 080 – **46010000 / 68948777**

3. The Bruhat Bangalore Mahanagara Palike reserves the right to accept / reject any or all the Tenders without assigning any reasons.

4. The Tender will remain valid for **120** Days from the Date of Opening of Financial bid.

Contractor _____ Executive Engineer

_____ Basavanagudi

5. The Tender Notification along with Blank Tender Form will be accessible in the website of GOK e-Procurement Platform https://kppp.karnataka.gov.in website.
6. Any reputed Individual/ company registered with BBMP/CPWD/ KPWD/ are eligible to apply.
7. Bidders/Contractors Should attach all the Scanned copies of technical documents/certificates pertaining to their eligibility criteria mentioned.

3..

8. Conditional tenders will not be accepted. As per Govt order No.LD/300/LET/2006, Dated:18/01/2007 and Addl. Commissioner (Finance) No.BBMP/CAO/PR/07-08, Dt:03.08.2007 the building construction labourers welfare cess (1% of Est. Cost) will be deducted from the Building and other construction works of every running and final bill of the Contractor.
9. Any Dispute between tenderers and Bruhath Bangalore Mahanagar Palike, Bangalore the judicial decision with be decided within the jurisdiction of courts in Bangalore City Limits Only.
10. No Escalation of prices will be allowed under any circumstance.

Sd/-
Executive Engineer

Basavanagudi Division
Bruhat Bangalore MahanagaraPalike.

Copy Submitted to the:

1. Copy submitted to the Commissioner for kind information.
2. Copy submitted to the Addl. Commissioner (Finance) &Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.
3. Copy submitted to the Joint Commissioner (South) for kind information.
4. Copy submitted to the Engineer-In-Chief for kind information.
5. Copy submitted to the Chief Engineer (South) for kind information.
6. Copy submitted to Chief Auditor and Chief Account officer for kind information.
7. Copy submitted to A.C.F (South) for kind information.
8. Copy to CPRO with request to make arrangements for publication of notification in two leading daily Kannada and English News papers.
9. Copy to Acct.Suptd / Cashier of division office for needful.

Contractor _____ Executive Engineer
_____ Basavanagudi

10. Copy to I.T.Advisor with Soft copy for needful action to place in the BBMP website.
11. Notice Board / Office copy.

Executive Engineer
Basavangudi Division
Bruhat Bengaluru Mahanagara Palike

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The **Executive Engineer Basavanagudi Division**) (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works "Interior work for auditorium in multipurpose Building in CT Bed near Vidyapeeta park (ward no 199) Interior work for BBMP Multi Purpose Building in CT Bed opposite to SSM School (ward no 199)" (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. **2019-20 to 2023-24**)

(a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs 240.16 Lakhs**

Similar work done Certificate

(b) Satisfactorily completed as prime contractor, at least one similar work **value not less than Rs. 120.1 Lakh** (Both work done certificate should be submitted)

*(c)*executed in any one year, the following minimum quantities of work:[1]

S l No	Item	Unit	Tender Qty
01	Wooden Partition Work	Sqm	600.00
02	Toughened Glass Door/Window Shutter/Aluminium Partition Door/Window Shutter	Sqm	33.00
03	Glass Partition	Sqm	99.00
04	Interior Plywood Works/Laminate Works	Sqm	278.00
05	Supply of Chair/Table/Sofa	Nos	136.00

(e) Liquid assets and / availability of credit facilities of not less than **Rs 72.00 lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. Submission of only unconditional line of credit is accepted if any condition laid by bank or with condition issued by bank will be rejected. *(usually the equivalent of the estimated cash flow for three months in the peak construction period)** Conditional line of credit will be rejected.

3.3 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.4 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.5 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

[1] Specify the principal items of works to be executed under this contract

Assessed available tender capacity = (A*N*1.5 - B)

where

A =Maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress.

N =Number of years prescribed for completion of the works for which tenders are invited.

B =Value, at price level, of existing commitments and on-going works to be completed during the next **4 (four) Months**. *(period of completion of the works for which Tenders are invited)**

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit the site along with the EE Basavangudi Division and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the works and tenderer should upload the site visit report certified by the Engineer. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting

which will take place at Basavanagudi Division Office BBMP building, Chennamanakere Achchukattu, Vidyapeeta, BSK 3rd stage, Bangalore-85

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on

any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover :

(a) Earnest Money Deposit;

(a)Qualification Information as per formats given in Section 3;

10.1.2 Second Cover:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than One twenty days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit,

the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%

b) Rs. 20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-

c) Rs. 1 crore and above upto Rs. 10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-

d) Rs. 10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information / Design Details with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. Further, the Tenderer shall submit a Hard Copy of the Technical Bid already submitted through e – Procurement within 2 days of Tender Submission through e – Procurement to the Office of the Executive Engineer Basavanagudi Division division), during Working Hours. The Tenderers shall also produce all the Original Documents for Verification whenever necessary.

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer at the address specified above no later than as in the E procurement portal

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the tender after the deadline will not be accepted in the E-Procurement portal.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

1 8.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[2]

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of

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Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the

Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within

20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Cash or
- Banker's cheque / Demand draft, / Pay Order in favour of The Executive Engineer Basavangudi BBMP payable at Bangalore . or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to Commissioner Exe.Engineer, BBMP;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____ (Attach Copy)
Principal place of business:_____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2019-20
2020-21
2021-22
2023-23
2023-24

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Descrip-tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[3]			Remarks (Indicate contract reference)
2019-20						
2020-21						
2021-22						
2022-23						
2023-24						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates	Anticipated date of completion

3

						from Engineers – in- Charge	
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[4]		Owned	Owned and available		
	No.	Capacity		Number / Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

4

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank
Manger with Signature
Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Interior work for auditorium in multipurpose Building in CT Bed near Vidyapeeta park (ward no 199) Interior work for BBMP Multi Purpose Building in CT Bed opposite to SSM School (ward no 199)". (To be filled in by the Employer before issue of the Tender document)

Tender

To :

Address .....

.....

(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* (.....) *[in letters]*.[5]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

[5] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Letter of Acceptance

(letterhead paper of the Employer)

.....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the

.....

..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .....

..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Issue of Notice to proceed with the work

(letterhead of the Employer)

.....(date)

To

.....
.....
..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20....., between..... .....[name and address of Employer] (hereinafter called "the Employer") of the one part and ..... .[name and address of contractor] (hereinafter called "the Contractor") of the other part.
Whereas the Employer is desirous that the Contractor execute .....[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become

payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
.....
in the presence of:
Binding Signature of Employer
.....
Binding Signature of Contract

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20..1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not

specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or

invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the

plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer’s Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how

much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.[6]

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will **exclude** value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed

[6] Refer GOK Order No.FD 59 Pro.Cell 2004, Bangalore Dated 26th November 2004

to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for

unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If “as built”(*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) Deleted.
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) the Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the

Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the

Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

The Site Possession Date is: [21]

The Site is located at Project South Division and is defined in drawings nos. _____ [1.1]

_____

The Defects Liability Period as per circulars of BBMP Commissioner from Time to Time [31]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to	Full replacement

	equipment	cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[7]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

7

SECTION 7: SPECIFICATIONS

SECTION 8: DRAWINGS

SECTION 9: BILL OF QUANTITIES

BRUHAT BANGALORE MAHANAGARA PALIKE

EXECUTIVE ENGINEER-BASAVANAGUDI DIVISION

Bill Of Quantities (BOQ)

Name Of Work : Interior Work for auditorium in multipurpoise building in CT Bed near Vidhyapeeta Park in ward No.199 and Interior work for BBMP Multipurpose Building in CT Bed Opposite to SSM School in Ward No. 199

Sl No	Description of Item	Unit	Total Quantity	Rate in Rs.	Rate in Words	Total Amount in Rs.
1	Providing and Fixing Wooden Partition with 600X600mm grid work in 19mm thick playwood, 8mm thick playwood fixing both side, sinished with 1mm thick laminate within necessary liping above 750mm upto 2100mm glass finishing, including cost of all materials labour, transportation, all lead and lift etc., complete as per specification	Sqm	754.09	10968.77	Rupees Ten Thousand Nine Hundred Sixty Eight and Paisa Seventy Seven Only	8271439.77
2	Toughened glass 12 mm thickness with hole	Sqm	124.19	2310.00	Rupees Two Thousand Three Hundred and Ten Only	286878.90
3	Providing and fixing 12 mm thick frameless toughened glass door shutter of approved brand and manufacture, including providing and fixing top & bottom pivot & double acting hydraulic floor spring type fixing arrangement and making necessary holes etc. for fixing required door fittings, all complete as per direction of Engineer-in-charge (Door handle, lock and stopper etc. to be paid separately) including cost of materials, labour, usage charges of machinery complete as per specifications and as per directions of the Engineer-in-Charge.	Sqm	41.58	5194.20	Rupees Five Thousand one hundred ninety four and oaisa twenty only	215974.84

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4	Table & Full and Half height storage units. Providing and fixing storage unit and tables made up Of (commercial) 19mm plywood for Structure work back will be of 6mm plywood with Necessary supports & drawers. Drawers run by 20''hafele Telescopic channel & 19mm block board for doors.Door hang by S S Hinges,SS selected handle . Exposed surface finished with (1 mm thick laminate SF Shade)inner surface finished with liner laminates.cost including cost of materials, labour, instalation etc,. complete as per specifications..Approved by BBMP	Sqm	347.94	32973.59	Rupees thirty two thousand nine hundred seventy three and paisa fifty nine only	11472830.90
5	Sofa :Providing and fixing of sofa made up of silver wood with necessary supports ,top will be finished with form and exposed surface finished with rexine.3 Seater.Approved Rate	Nos	6.00	66620.00	Rupees sixty six thousand six hundred twenty only	399720.00
6	Supplying of good quality Executive High Back Mesh optium Chair of approved make With Head Rest with height adjustable handle..Approved by BBMP	Nos	11.00	33040.00	Rupees thirty three thousand fourty only	363440.00
7	Featherlite make Chairs for table Medium Back.Approved by BBMP	Nos	153.00	15120.00	Rupees fifteen thousand one hundred twenty only	2313360.00
8	Supplying and fixing BBMP Logo as per drawing and specification, Including cost of materials,labour,instalation etc., complete as per specifications. Approved by BBMP	Nos	1.00	43000.00	Rupees fourty three thousand only	43000.00
9	Providing and fixing of Door lock (page a-20,item no 274)	No	30.00	348.00	Rupees Three hundred fourty eight only	10440.00
10	Providing and fixing of Handles (page A-25,item No,433)	No	60.00	60.00	Rupees sixty only	3600.00
11	Providing and fixing of Hinges (Page No.A-25,item No443)	No	90.00	38.00	Rupees thirty eight only	3420.00
12	Providing and fixing of Hold fasts (Page No A-25, item No 444)	No	60.00	50.00	Rupees fifty only	3000.00
13	Providing and fixing ISI marked oxidised M.S. tower bolt black finish, (Barrel type) with necessary screws etc. complete :	Each	270.00	90.20	Rupees One hundred one and paisa sisty nine only	24354.00
14	Providing and fixing Stainless Steel Fixtures conforming to 304 graded steel as per direction of engineer in charge.SS Handles 300mm	No	30.00	605.00	Rupees Six hundred Five only	18150.00

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15	Providing and fixing flush door shutter made out of solid core block board type, well seasoned , chemicaly treated hard wood battens and internal frame with minimum 45 mm wide wooden frame alround door shutters covered with cross bonded wooden sheets (core veneer) hot pressed and fastened on both sides of the door useing liquid phenol formaldehyde resin as per IS specifications 2202 (part-I) 1991. from manufacturer complete as per spcification. -do- 30 mm thick Both side teak	Each	25.20	4447.30	Rupees Four thousand four hundred fourty seven and paisa thirty Only	112071.96
16	Providing & fixing factory made PVC Door frame of size 50x47mm with a wall thickness of 5mm, made out of extruded 5mm rigid PVC foam sheet metered cut at corners & jointed 2 No.s of 150mm long brackets of 15x15mm M.S Square tube, the entire door frame to be reinforced with 19x19mm M.S Square tube of 19 gauge. The door frame to be fixed to the wall using M.S. Screws of 65/80mm size complete as per manufacturers specification & direction of Engineer-in-charge.	m	23.20	349.80	Rupees Three huindred fourty nine and paisa Eighty only	8115.36
17	Providing & fixing 30mm thick factory made rigid foam Prelam Panelled Door Shutters made from M.S. tube of 19x19mm, 19 gauge for stiles and 15x15mm for top & bottom rails, covered with heat moulded Prelaminated PVC C Channel of 5mm thick sheet & 30x50mm wide to form stiles & 5mm thick & 75mm wide Prelaminated PVC Sheets for top rail, lock rail & bottom rail on either side & 5mm thick, 20mm wide cross PVC sheet as gap insert for top rail & bottom rail, Panelling of 5mm thick PVC sheet Prelaminated on either side fitted in the M.S. frame, Sealed to the stiles & rails with PVC Designer beading on either side & joined together with solvent cement adhesive etc., Complete as per manufacturers specification & direction of Engineer-in-charge fixed to frames with 3 nos of 75mm Aluminium hinges. -do- with one side prelam	Sqm	6.30	2244.00	Rupees two thousand two hundred fourty four only	14137.20
18	Providing and laying Vitrified tiles with thickness 9-10 mm in different sizes with water absorption less than 0.08% and conforming to IS: 15622, of approved brand & manufacturer, in all colours and shade, in skirting, riser, treads of steps, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints as per direction of Engineer in charge.	Sqm	29.82	1290.30	Rupees One thousand two hundred ninety and paisa thirty only	38476.75

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19	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistern & C.P. flush bend with fittings & C.I. brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required : W.C. pan with ISI marked white solid plastic seat and lid	Each	4.00	6574.70	Rupees Six thousand five hundred seventy four and Paisa Seventy Only	26298.80
20	Providing and fixing wash basin with C.I. brackets, 15 mm dia CP Brass single hole basin mixer of approved quality and make, including painting of fittings and brackets, cutting and making good the walls wherever required: using White Vitreous China Wash basin size 550x400 mm with a 15 mm CP Brass single hole basin mixer	Each	4.00	4533.10	Rupees four thousand five hundred thirty three and paisa ten only	18132.40
21	S.C.I. gully or nahani grating 100 mm dia	Each	4.00	35.20	Rupees thirty five and paisa twenty only	140.80
22	Providing and fixing brass stop cock of approved quality : 20 mm nominal bore	Nos	4.00	335.50	Rupees Three hundred thirty five and paisa Fifty only	1342.00
23	Providing and fixing brass bib cock of approved quality : 20 mm nominal bore	Nos	6.00	335.50	Rupees Three hundred thirty five and paisa Fifty only	2013.00
24	Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete : 25 mm nominal bore	Nos	3.00	365.20	Rupees Three hundred Sixty five and paisa twenty only	1095.60
25	Providing and fixing gun metal non- return valve of approved quality (screwed end) : 25 mm nominal bore Vertical	Nos	3.00	764.50	Rupees seven hundred sixty four and paisa fifty only	2293.50

26	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge.Internal work - Exposed on wall 15 mm nominal dia Pipes	Mtr	150.00	200.20	Rupees two hundred and paisa twenty only	30030.00
27	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge.Internal work - Exposed on wall 20 mm nominal dia Pipes	Mtr	100.00	266.20	Rupees two hundred sixty six and paisa twenty only	26620.00
28	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge.Internal work - Exposed on wall 25 mm nominal dia Pipes	Mtr	80.00	349.80	Rupees three hundred fourty nine and paisa eighty only	27984.00
29	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.. 25 mm nominal dia pipes	Mtr	30.00	524.70	Rupees five hundred twenty four and paisa seventy only	15741.00

30	Open Conduit System Supplying heavy gauge PVC conduit pipe ..... dia ..... mm thick confirming to IS 2509 with suitable size bends, junction boxes, adhesive paste etc , and fixing using inverted wood plugs in case of RCC ceiling and RCC wall/ stone structure or rawl plugs in case of brick walls and cement plastering the damaged portion using heavy gauge saddles at an interval of 700mm using NF screws. 19/20 mm dia 2 mm thick	Mtr	250.00	69.00	Rupees sixty nine only	17250.00
31	Open Conduit System Supplying heavy gauge PVC conduit pipe ..... dia ..... mm thick confirming to IS 2509 with suitable size bends, junction boxes, adhesive paste etc , and fixing using inverted wood plugs in case of RCC ceiling and RCC wall/ stone structure or rawl plugs in case of brick walls and cement plastering the damaged portion using heavy gauge saddles at an interval of 700mm using NF screws. 25 mm dia 2 mm thick	Mtr	200.00	81.00	Rupees eighty one only	16200.00
32	Open Conduit System Supplying heavy gauge PVC conduit pipe ..... dia ..... mm thick confirming to IS 2509 with suitable size bends, junction boxes, adhesive paste etc , and fixing using inverted wood plugs in case of RCC ceiling and RCC wall/ stone structure or rawl plugs in case of brick walls and cement plastering the damaged portion using heavy gauge saddles at an interval of 700mm using NF screws. 32 mm dia 2.5 mm thick	Mtr	100.00	106.00	Rupees one hundred six only	10600.00
33	Extra for Groove cutting in brick wall/CC floor to the suitable depthfor concealing of Conduit/GI pipe and plastering, finishing uptowall surface complete. upto 50 mm conduit in brick wall	Mtr	60.00	29.00	Rupees twenty nine only	1740.00
34	Extra for Groove cutting in brick wall/CC floor to the suitable depthfor concealing of Conduit/GI pipe and plastering, finishing uptowall surface complete. upto 50 mm conduit in CC Floor	Mtr	30.00	69.00	Rupees sixty nine only	2070.00
35	Supplying and flush mounting powder coated / galvanized metal box suitable for mounting modular switch plates. The box should be firmly flush mounted after due groove cutting in Brick/Stone/C.C wall 1-2 Way	Each	4.00	138.00	Rupees one hundred thirty eight only	552.00

36	Supplying and flush mounting powder coated / galvanized metal box suitable for mounting modular switch plates. The box should be firmly flush mounted after due groove cutting in Brick/Stone/C.C wall 3 Way	Each	6.00	159.00	Rupees one hundred fifty nine only	954.00
37	Supplying and flush mounting powder coated / galvanized metal box suitable for mounting modular switch plates. The box should be firmly flush mounted after due groove cutting in Brick/Stone/C.C wall 4-5 Way	Each	10.00	177.00	Rupees one hundred seventy seven only	1770.00
38	Supplying and flush mounting powder coated / galvanized metal box suitable for mounting modular switch plates. The box should be firmly flush mounted after due groove cutting in Brick/Stone/C.C wall 6 Way	Each	14.00	220.00	Rupees two hundred twenty only	3080.00
39	Supplying and flush mounting powder coated / galvanized metal box suitable for mounting modular switch plates. The box should be firmly flush mounted after due groove cutting in Brick/Stone/C.C wall 8 Way	Each	20.00	261.00	Rupees two hundred sixty one only	5220.00
40	Supplying and fixing superior quality modular switch mounting polycarbonate plate with necessary supporting back plate with required nos. of machine screws, bolts nuts etc., complete on the existing metal/PVC box. 1 to 2 Module	Each	4.00	137.00	Rupees one hundred thirty seven only	548.00
41	Supplying and fixing superior quality modular switch mounting polycarbonate plate with necessary supporting back plate with required nos. of machine screws, bolts nuts etc., complete on the existing metal/PVC box. 3 Module	Each	6.00	161.00	Rupees one hundred sixty one only	966.00
42	Supplying and fixing superior quality modular switch mounting polycarbonate plate with necessary supporting back plate with required nos. of machine screws, bolts nuts etc., complete on the existing metal/PVC box. 4 Module	Each	10.00	175.00	Rupees one hundred seventy five only	1750.00
43	Supplying and fixing superior quality modular switch mounting polycarbonate plate with necessary supporting back plate with required nos. of machine screws, bolts nuts etc., complete on the existing metal/PVC box. 6 Module	Each	14.00	234.00	Rupees two hundred thirty four only	3276.00
44	Supplying and fixing superior quality modular switch mounting polycarbonate plate with necessary supporting back plate with required nos. of machine screws, bolts nuts etc., complete on the existing metal/PVC box. 8 Module	Each	20.00	284.00	Rupees two hundred eighty four only	5680.00
45	Supplying and fixing of modular switch & connected accessories on existing modular switch plate as per IS 3854 and IS 1293. 6A One Way Switch	Each	38.00	102.00	Rupees one hundred two only	3876.00

46	Supplying and fixing of modular switch & connected accessories on existing modular switch plate as per IS 3854 and IS 1293. 6A Two Way Switch	Each	12.00	166.00	Rupees one hundred sixty sex only	1992.00
47	Supplying and fixing of modular switch & connected accessories on existing modular switch plate as per IS 3854 and IS 1293. 6A Three Way socket	Each	10.00	171.00	Rupees one hundred seventy one only	1710.00
48	Supplying and fixing of modular switch & connected accessories on existing modular switch plate as per IS 3854 and IS 1293. 16A One Way Switch	Each	10.00	180.00	Rup[ees one hundred eighty only	1800.00
49	Supplying and fixing of modular switch & connected accessories on existing modular switch plate as per IS 3854 and IS 1293. 32A DP Switch	Each	8.00	326.00	Rupees three hundred twenty six only	2608.00
50	Supplying and fixing of modular switch & connected accessories on existing modular switch plate as per IS 3854 and IS 1293. 6/16A Universal Socket	Each	20.00	236.00	Rupees two hundred thirty six only	4720.00
51	Wiring for lighting/power circuit using one of FRLS PVC insulated 1100V grade, multistrand copper wire with low conductor resistance single core in open or concealed system of wiring with specified IS 694:2010 1.5 mm2	M	400.00	26.00	Rupees twenty six only	10400.00
52	Wiring for lighting/power circuit using one of FRLS PVC insulated 1100V grade, multistrand copper wire with low conductor resistance single core in open or concealed system of wiring with specified IS 694:2010 2.5 mm2	M	300.00	42.00	Rupees fourty two only	12600.00
53	Wiring for lighting/power circuit using one of FRLS PVC insulated 1100V grade, multistrand copper wire with low conductor resistance single core in open or concealed system of wiring with specified IS 694:2010 4 mm2	M	200.00	63.00	Rupees sixty three only	12600.00
54	Wiring for lighting/power circuit using one of FRLS PVC insulated 1100V grade, multistrand copper wire with low conductor resistance single core in open or concealed system of wiring with specified IS 694:2010 6 mm2	M	150.00	92.00	Rupees ninety two only	13800.00
55	Supplying of .....feet -PVC Batten with integrated LED tube .... W with high quality diffuser with Life of 25000 burning hours & 70% lumen maintenance with CRI > 80. Power Input: 220-240V@ 50/60Hz & Power factor >0.9 along with CE approved. 2 years Warranty against any manufacturing defect working under standard electrical condition. LED light fitting 1 x 4' - 20/22 W	Each	10.00	690.00	Rupees six hundred ninety only	6900.00

Contractor _____ Executive Engineer

_____ Basavanagudi

56	Supplying of recess mounting non integral type ..... LED w luminaire comprising of pressure decast/extruded aluminium housing, with spring loaded false ceiling clamps, Power LEDs with CCT 6500 degree K, CRI> 70%. efficacy > 100 lumen per W, 120degree beam spread, life> 25000 burning hours and Compliance to IS 10322/IEC 60598, LM 79 & LM 80. The lamp compartment is enclosed with anti glare opal diffuser which enhances the lighting level LEDs are driven by HF electronic driver integrated in a separate control gear assembly., with PF > 0.95, power loss should< 5% of lamp Wage., short circuit & open circuit protection to be integrated in the circuit, THD less than 20%, Life as per LM 79. The operating input voltage should be between 130 to 275 V. BIS Approved and Tested by NABL/CPRI accredited laboratory with 2 years Warranty against any manufacturing defect working under standard electrical condition. LED modular down light 1'x1' 24W	Each	32.00	3692.00	Rupees three thousand six hundred ninety two only	118144.00

Contractor _____ Executive Engineer

_____ __Basavanagudi

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [8]_Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[9] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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28 days

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